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11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**
13

14 ROBERT W. HERMAN,

15 Plaintiff,

16 v.

17 EXPERIAN INFORMATION SOLUTIONS,
18 INC.,

19 Defendant.

Case No. 3:19-cv-00507-LRH-WGC

STIPULATED PROTECTIVE ORDER

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21 IT IS HEREBY STIPULATED by and between Plaintiff Robert W. Herman and
22 Defendant Experian Information Solutions, Inc. ("Experian") through their respective attorneys of
23 record, as follows:

24 WHEREAS, documents and information have been and may be sought, produced or
25 exhibited by and among the parties to this action relating to trade secrets, confidential research,
26 development, technology or other proprietary information belonging to the defendants, and/or
27 personal income, credit and other confidential information of Plaintiff.
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1 THEREFORE, an Order of this Court protecting such confidential information shall be
2 and hereby is made by this Court on the following terms:

3 1. This Order shall govern the use, handling and disclosure of all documents,
4 testimony or information produced or given in this action which are designated to be subject to
5 this Order in accordance with the terms hereof.

6 2. Any party or non-party producing or filing documents or other materials in this
7 action may designate such materials and the information contained therein subject to this Order
8 by typing or stamping on the front of the document, or on the portion(s) of the document for
9 which confidential treatment is designated, "Confidential."

10 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers
11 to be filed with the Court incorporate documents or information subject to this Order, the party
12 filing such papers shall designate such materials, or portions thereof, as "Confidential," and shall
13 file them with the clerk under seal; provided, however, that a copy of such filing having the
14 confidential information deleted therefrom may be made part of the public record. Any party
15 filing any document under seal must comply with the requirements of Civil LR IA 10-5.

16 4. All documents, transcripts, or other materials subject to this Order, and all
17 information derived therefrom (including, but not limited to, all testimony given in a deposition,
18 declaration or otherwise, that refers, reflects or otherwise discusses any information designated
19 "Confidential" hereunder), shall not be used, directly or indirectly, by any person, including the
20 other Defendants, for any business, commercial or competitive purposes or for any purpose
21 whatsoever other than solely for the preparation and trial of this action in accordance with the
22 provisions of this Order.

23 5. All depositions or portions of depositions taken in this action that contain
24 confidential information may be designated as "Confidential" and thereby obtain the protections
25 accorded other confidential information. The parties shall have twenty-one (21) calendar days
26 from the date a deposition is taken, or fourteen (14) calendar days from the date a deposition
27 transcript is received, whichever date is greater, to serve a notice to all parties designating specific
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1 portions of the transcript as "Confidential." Until such time, all deposition testimony shall be
2 treated as confidential information. To the extent any designations are made on the record during
3 the deposition, the designating party need not serve a notice re-designating those portions of the
4 transcript as confidential information. Any party may challenge any such designation in
5 accordance with Paragraph 13 of this Order.

6 6. Except with the prior written consent of the individual or entity designating a
7 document or portions of a document as "Confidential," or pursuant to prior Order after notice, any
8 document, transcript or pleading given "Confidential" treatment under this Order, and any
9 information contained in, or derived from any such materials (including but not limited to, all
10 deposition testimony that refers to, reflects or otherwise discusses any information designated
11 "Confidential" hereunder) may not be disclosed other than in accordance with this Order and may
12 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this
13 litigation; (c) counsel for the parties, whether retained outside counsel or in-house counsel and
14 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact
15 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need
16 to know such information; (e) present or former employees of the Producing Party in connection
17 with their depositions in this action (provided that no former employees shall be shown
18 documents prepared after the date of his or her departure); and (f) experts specifically retained as
19 consultants or expert witnesses in connection with this litigation.

20 7. Documents produced pursuant to this Order shall not be made available to any
21 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to
22 be bound by its terms, and signed the attached Declaration of Compliance.

23 8. Third parties who are the subject of discovery requests, subpoenas or depositions
24 in this case may take advantage of the provisions of this Protective Order by providing the parties
25 with written notice that they intend to comply with and be bound by the terms of this Protective
26 Order.

1 9. All persons receiving any or all documents produced pursuant to this Order shall
2 be advised of their confidential nature. All persons to whom confidential information and/or
3 documents are disclosed are hereby enjoined from disclosing same to any person except as
4 provided herein, and are further enjoined from using same except in the preparation for and trial
5 of the above-captioned action between the named parties thereto. No person receiving or
6 reviewing such confidential documents, information or transcript shall disseminate or disclose
7 them to any person other than those described above in Paragraph 5 and for the purposes
8 specified, and in no event shall such person make any other use of such document or transcript.

9 10. Nothing in this Order shall prevent a party from using at trial any information or
10 materials designated "Confidential."

11 11. This Order has been agreed to by the parties to facilitate discovery and the
12 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
13 of any information, document, or the like as "Confidential," nor the failure to make such
14 designation, shall constitute evidence with respect to any issue in this action.

15 12. Within sixty (60) days after the final termination of this litigation, all documents,
16 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
17 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
18 the good faith judgment of counsel are work product materials, shall be returned to the Producing
19 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.

20 13. If any party to this litigation disagrees at any point in these proceedings with any
21 designation made under this Protective Order, the parties shall first try to resolve such dispute in
22 good faith on an informal basis in accordance with Civil LR IA 1-3(f) and LR 26-7. If the dispute
23 cannot be resolved, the party objecting to the designation may seek appropriate relief from this
24 Court. The designating party shall have the burden of proving that any document designated as
25 CONFIDENTIAL is entitled to such protection. A party shall not be obligated to challenge the
26 propriety of a Confidential designation at the time made, and a failure to do so shall not preclude
27 a subsequent challenge thereto. During the pendency of any challenge to the designation of a
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1 document or information, the designated document or information shall continue to be treated as
2 “Confidential” subject to the provisions of this Protective Order.

3 14. If the sole ground for a motion to seal is that the opposing party (or non-party) has
4 designated a document as subject to protection pursuant to the stipulated protective order, the
5 movant must notify the opposing party (or nonparty) at least fourteen (14) calendar days prior to
6 filing the designated document. The designating party must then make a good faith determination
7 if the relevant standard for sealing is met. To the extent the designating party does not believe the
8 relevant standard for sealing can be met, it shall indicate that the document may be filed publicly
9 no later than fourteen (14) calendar days after receiving notice of the intended filing. To the
10 extent the designating party believes the relevant standard for sealing can be met, it shall provide
11 a declaration supporting that assertion no later than fourteen (14) calendar days after receiving
12 notice of the intended filing. The filing party shall then attach that declaration to its motion to seal
13 the designated material. If the designating party fails to provide such a declaration in support of
14 the motion to seal, the filing party shall file a motion to seal so indicating and the Court may
15 order the document filed in the public record. In the event of an emergency motion, these
16 procedures shall not apply.

17 15. Nothing herein shall affect or restrict the rights of any party with respect to its own
18 documents or to the information obtained or developed independently of documents, transcripts
19 and materials afforded confidential treatment pursuant to this Order.

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16. The Court retains the right to allow disclosure of any subject covered by this stipulation or to modify this stipulation at any time in the interest of justice.

IT IS SO STIPULATED.

DATED this ____ day of February 2020.

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*Attorneys for Defendant
Experian Information Solutions, Inc.*

Attorneys for Plaintiff

ORDER

Paragraph 14 is modified to reflect that any motion regarding filing confidential information and motions to seal shall comply with LR IA 10-5 and the requirements of *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006). *See also, Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

Dated: March 18, 2020.

William G. Cobb

UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

DECLARATION OF COMPLIANCE

Robert W. Herman v. Experian Information Solutions, Inc.

United States District Court, District of Nevada

Case No. 3:19-cv-00507-LRH-WGC

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4 I have received a copy of the Stipulated Protective Order entered in this action on _____, 2020.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

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10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this ____ day of _____, 2020 at _____.

QUALIFIED PERSON